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13 **UNITED STATES BANKRUPTCY COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN JOSE DIVISION**
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17 In re
18 EVANDER FRANK KANE,
19 Debtor.

CASE NO. 21-50028 SLJ
Chapter 7

20 CENTENNIAL BANK, an Arkansas state
21 chartered bank,

22 Appellant,

23 vs.

24 EVANDER FRANK KANE,
25 Appellee.

District Court Case No. 21-04597-WHO

**STATEMENT OF ISSUES TO BE
PRESENTED ON APPEAL BY
APPELLANT CENTENNIAL BANK**

Notice of Appeal Filed; June 8, 2021

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27 Appellant Centennial Bank, an Arkansas state chartered bank (“Centennial”) hereby
28 submits its Statement of Issues to be presented on Appeal regarding Centennial’s appeal of the

1 "Order Denying Motion to Dismiss" (the "Original Dismissal Order") [Dkt 151] entered in this
2 bankruptcy case on May 28, 2021, and the "Amended Order Denying Motion to Dismiss" (the
3 "Amended Dismissal Order") [Dkt 152] entered in this bankruptcy case on June 1, 2021, both of
4 which are referred to herein as the "Dismissal Order," pursuant to Civil Local Rule 16-4 and Rule
5 8009(a) of the Federal Rule of Bankruptcy Procedure:

6 **STATEMENT OF ISSUES ON APPEAL**

7 1. Did the Bankruptcy Court err in denying the motion to dismiss the chapter 7
8 bankruptcy case of Evander Frank Kane (the "Debtor") filed by Centennial on March 29, 2021 (the
9 "Dismissal Motion") [Dkt. 83] pursuant to Bankruptcy Code § 707(b)(1)?

10 2. Did the Bankruptcy Court err in finding that the Debtor's debt obligations as
11 reflected on his schedules, including the \$13,964,000 in claimed liabilities owed to Centennial,
12 Zions Bancorporation, and Professional Bank, that was admittedly utilized by the Debtor to pay off
13 or down preexisting personal liabilities, was primarily non-consumer debt?

14 3. Did the Bankruptcy Court apply the wrong legal standard when denying the
15 Dismissal Motion and holding that the Debtor's debts are not primarily consumer debts as the term
16 is defined in Bankruptcy Code § 108(a)?

17 Did the Bankruptcy Court err in holding Centennial to a heightened burden of proof to put
18 forth evidence that the Debtor's debts are primarily consumer debts in light of the fact that the
19 Debtor was unable to provide testimony or information regarding why the Debtor took out these
20 prior loans that were paid off by the Debtor's loan from Centennial, and therefore any lack of
21 evidence was caused by the Debtor?
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1 DATED: June 22, 2021

ANTHONY & PARTNERS, LLC

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By: /s/ John A. Anthony

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John A. Anthony

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Attorneys for Appellant Centennial Bank

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7 DATED: June 22, 2021

COOPER, WHITE & COOPER LLP

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By: /s/ Peter C. Califano

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Peter C. Califano

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